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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 BUCKLEY LLP,

17 Plaintiff,

18 v.

19 JOHN C. DEPP, II; SCARAMANGA BROS.,
20 INC., a California corporation; L.R.D.
21 PRODUCTIONS, INC., a California
22 corporation; INFINITUM NIHIL, a California
23 corporation; and DOES 1-30,

24 Defendants.

25 Case No. _____

26 **COMPLAINT FOR BREACH OF
27 CONTRACT, QUANTUM MERUIT, AND
28 ACCOUNT STATED**

29 **DEMAND FOR JURY TRIAL**

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1 Plaintiff BUCKLEY LLP (“Buckley” or “Plaintiff”) brings this action for breach of
2 contract and, in the alternative, quantum meruit and account stated against Defendants JOHN C.
3 DEPP, II, SCARAMANGA BROS., INC., L.R.D. PRODUCTIONS, INC., INFINITUM NIHIL,
4 and DOES (collectively “Depp” or “Defendants”), and states as follows:

5 **INTRODUCTION**

6 1. This matter arises out of Defendants’ failure to pay for legal services incurred
7 pursuant to a written Engagement Agreement entered into by the parties on October 15, 2017.
8 Specifically, Defendants have failed and refused to pay Plaintiff’s legal fees in the sum of
9 \$347,979.89 for legal services provided in connection with the matter styled *John C. Depp, II, et*
10 *al. v. Bloom Hergott Diemer Rosenthal Laviolette Feldman Schenkman & Goodman, LLP, et al.*,
11 Los Angeles County Superior Court Case No. BC680066 (the “Depp Action”).

12 **PARTIES**

13 2. Plaintiff is a Limited Liability Partnership engaged in the practice of law and
14 established under the laws of the District of Columbia. Plaintiff is qualified to do business in
15 California and has an office in Los Angeles County, California.

16 3. Defendant John C. Depp, II (“Depp”), is a natural person. Plaintiff is informed and
17 believes, and on that basis alleges, that Depp is a resident of the County of Los Angeles,
18 California at all times materially relevant to this Complaint.

19 4. Plaintiff is informed and believes, and on that basis alleges, that Defendant
20 Scaramanga Bros., Inc. is, and at all times materially relevant to this Complaint was, a California
21 corporation with its principal place of business located in the County of Los Angeles, California.

22 5. Plaintiff is informed and believes, and on that basis alleges, that Defendant L.R.D.
23 Productions, Inc. is, and at all times materially relevant to this Complaint was, a California
24 corporation with its principal place of business located in the County of Los Angeles, California.

25 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant
26 Infinitum Nihil is, and at all times materially relevant to this Complaint was, a California
27 corporation with its principal place of business located in the County of Los Angeles, California.

28 7. Plaintiff is unaware of the true names and capacities of Defendants sued herein at

1 Does 1 through 30, inclusive, and therefore sues said Defendants by such fictitious names.
2 Plaintiff will seek leave of Court to amend this Complaint to allege the true names and capacities
3 of all Doe Defendants when they have been ascertained.

4 8. Plaintiff is informed and believes, and on that basis alleges, that at all times
5 materially relevant to this Complaint, each of the Defendants was the representative, agent,
6 employee, partner, director, associate, joint venturer, co-participant or principal of each of the
7 other defendants, and in doing the things alleged herein, was acting within the scope of such
8 relationship and with the full knowledge, consent and ratification by the other Defendants.

JURISDICTION AND VENUE

10 9. This Court has jurisdiction over all causes of action asserted herein pursuant to the
11 California Constitution, Article VI, section 10, because this case is a cause not given by statute to
12 other courts and the amount in controversy is more than \$25,000.

13 10. This Court has personal jurisdiction over the Defendants because they reside in,
14 conduct substantial business in, and engaged in the conduct giving rise to the claims stated herein
15 within the County of Los Angeles. Indeed, the parties' performance of the contractual obligations
16 under the Engagement Agreement, including the Depp Action, occurred in the County of Los
17 Angeles.

18 11. Venue is proper in Los Angeles County pursuant to California Code of Civil
19 Procedure Section 395(a) because Defendants reside in the County of Los Angeles.

GENERAL ALLEGATIONS

21 12. Defendants executed an Engagement Agreement in connection with the Depp
22 Action with Plaintiff on October 15, 2017. Under the terms of the Engagement Agreement,
23 Defendants agreed to pay for the legal services of Plaintiff at a 10% discount off Plaintiff's
24 standard hourly rates. The Engagement Agreement provided for monthly bills for legal services
25 and related costs and expenses, and Defendants agreed to pay each billing statement on receipt.

26 13. The Depp Action was filed on October 17, 2017, two days after the Engagement
27 Agreement was executed. The Depp Action was a significant matter involving no less than the
28 legality of the longstanding Hollywood custom of artists' attorneys collecting percentage fees on

1 handshake deals without an underlying contract. In the Depp Action, Depp alleged that his former
2 attorney improperly collected more than \$30 million in contingency fees without a written
3 agreement. The Depp Action sought a declaration that his attorney violated California law
4 governing attorney-client agreements, in addition to asserting other claims against Defendants'
5 former attorneys.

6 14. As Defendants' attorneys, Plaintiff actively and vigorously represented Defendants
7 in the Depp Action, including but not limited to assisting in the drafting and revising of the
8 Complaint, planning and executing litigation strategy, drafting and responding to written
9 discovery, conducting legal research, and drafting and arguing motions, among other things.

10 15. Significantly, Plaintiff successfully argued that Depp's alleged oral agreement was
11 invalid because the arrangement was a contingency fee agreement under California law, and
12 California Business and Professions Code Section 6147 requires written contracts for contingency
13 fee agreements. This was a substantial and noteworthy victory that had significant impact on, and
14 future implications for, the entertainment industry. Indeed, entertainment trade industry
15 publications and national news outlets recognized this victory as a "big win"¹ that "prompt[ed] a
16 reassessment of the handshake-deal culture that is still pervasive in some corners of Hollywood."²

17 16. For its work related to the Depp Action, Plaintiff billed Defendants \$535,697.28
18 from October 2017 through January 2019, which amounts were reasonable. To date, Defendants
19 have paid Plaintiff \$187,717.39, leaving \$347,979.89 outstanding. At no time did Defendants
20 suggest the fees were not reasonable and properly due to Plaintiff. In fact, Defendants
21 acknowledged the amounts due and their intention to pay such amounts in full.

22 17. At the request of Defendants, Plaintiff filed its notice of withdrawal from the Depp

24 ¹ Jonathan Handel & Ashley Cullins, *Johnny Depp Scores Big Win in Lawsuit Against Ex-Lawyer*
25 *Jake Bloom*, The Hollywood Reporter (Aug. 28, 2019 at 10:01 AM),
26 <https://www.hollywoodreporter.com/thr-esq/johnny-depp-scores-big-win-lawsuit-lawyer-jake-bloom-1137977>.

27 ² Sara Randazzo, *Ruling in Johnny Depp Lawsuit Threatens Hollywood Lawyers' Handshake*
28 *Culture*, The Wall Street Journal: Business (Aug. 29, 2018 at 9:00 AM),
<https://www.wsj.com/articles/ruling-in-johnny-depp-lawsuit-threatens-hollywood-lawyers-handshake-culture-1535547603>.

1 Action on January 11, 2019. Depp's authorized representative Edward White, who was operating
2 as Depp's agent under a power of attorney, informed Plaintiff by email that the request was
3 triggered by Depp and White's decision "to contract the number of law firms providing services to
4 him and his entities." White also expressed Depp's appreciation for "the valuable services
5 provided by [Plaintiff]," Depp's "high regard" for the firm partner who oversaw the matter and
6 argued the August 2018 hearing, and Depp's intention to satisfy all outstanding fees during the
7 first quarter of 2019.

8 18. Plaintiff received further assurances regarding payment from Depp's agents, most
9 recently with promises to pay the amount owed in full by mid-May.

10 19. Notwithstanding these expressions, to date Defendants have not yet paid Plaintiff's
11 outstanding legal fees and costs of \$347,979.89.

12 20. As a result of Defendants' breach of the Engagement Agreement, Plaintiff has
13 suffered damages in the amount of the unpaid legal fees and costs.

14 21. Pursuant to Sections 6200-6206 of the California Business and Professions Code,
15 on April 15, 2019, Plaintiff served each Defendant with the required Notice of Client's Right to
16 Fee Arbitration. To date, Defendants have not filed a written application for arbitration with the
17 Bar Association.

18 **FIRST CAUSE OF ACTION**

19 **(Breach of Contract Against All Defendants)**

20 22. Plaintiff hereby incorporates each and every prior paragraph of this Complaint and
21 restates them as if they were fully written herein.

22 23. The parties entered into an agreement pursuant to which Defendants retained the
23 legal services of Plaintiff in connection with the Depp Action pursuant to the terms set forth in the
24 Engagement Agreement.

25 24. Defendants breached the Engagement Agreement by failing and refusing to timely
26 pay Plaintiff for legal services it performed in connection with the Depp Action.

27 25. Plaintiff performed its obligations under the Engagement Agreement.

28 26. As a direct and proximate result of Defendants' breaches of the Engagement

1 Agreement, Plaintiff has suffered damages in the sum of \$347,979.89.

2 **SECOND CAUSE OF ACTION**

3 **(In the Alternative, Quantum Meruit Against All Defendants)**

4 27. Plaintiff hereby incorporates each and every prior paragraph of this Complaint and
5 restates them as if they were fully written herein.

6 28. Beginning on October 15, 2017 and continuing through January 11, 2019, Plaintiff
7 performed legal services and advanced costs on Defendants' behalf, at Defendants' request, and in
8 reliance on Defendants' written agreement to pay for those services in connection with the Depp
9 Action.

10 29. The reasonable value of Plaintiff's services actually exceeds the \$535,697.28 billed
11 and \$347,979.89 outstanding, as those amounts reflect a discounted hourly rate.

12 30. Although Plaintiff has made repeated demands for the sums owing, Defendants
13 have not paid the amounts they owe to Plaintiff.

14 31. Accordingly, Defendants currently owe Plaintiff at least \$347,979.89, plus pre-
15 judgment and post judgment interest at the legal rate.

16 **THIRD CAUSE OF ACTION**

17 **(In the Alternative, Account Stated Against All Defendants)**

18 32. Plaintiff hereby incorporates each and every prior paragraph of this Complaint and
19 restates them as if they were fully written herein.

20 33. Beginning on October 15, 2017 and continuing through January 11, 2019, Plaintiff
21 was engaged by Defendants to perform legal services and advanced costs on Defendants' behalf in
22 connection with the Depp Action. Defendants have paid some, but not all, of the amounts owed
23 under the Engagement Agreement.

24 34. Defendants have acknowledged, repeatedly, that they owe the outstanding amount
25 due of \$347,979.89, have never questioned the reasonability of the fees or costs billed, and have
26 promised, repeatedly, to pay the amount due.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for judgment as follows:

1. On the first cause of action for breach of contract for actual, incidental and consequential damages according to proof and costs of suit;

2. In the alternative, on the second cause of action for quantum meruit for the reasonable value of Plaintiff's services of at least \$347,979.89 according to proof;

3. In the alternative, on the third cause of action for account stated for the amount of \$347,979.89;

4. For attorneys' fees and costs;

5. For prejudgment and post judgment interest;

6. For such other relieve as the Court may deem just and proper.

DATED: May 20, 2019

BUCKLEY LLP

By: John Redding Jr.
John C. Redding

John C. Redding

Attorneys for Buckley LLP